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AMERICAN PRESIDENT LINES, LTD. and  
6 APL CO. Pte., LTD.

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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
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13 In the Matter of the Arbitration between  
14 AMERICAN PRESIDENT LINES, LTD. and  
15 APL CO. Pte., LTD.

16 Petitioners,

17 v.  
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19 D.S.R. SHIPPING CO., INC., a corporation,

20 Respondent.  
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No. C 07-03220 SC

[PROPOSED] ORDER CONFIRMING  
AWARD OF ARBITRATOR

[9 U.S.C. section 9]

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[9 U.S.C. section 9]

Petitioners AMERICAN PRESIDENT LINES, LTD. and APL CO. Pte., LTD. bring this action and the present motion to confirm an arbitration award in their favor against respondent D.S.R. Shipping Co., Inc. (“D.S.R.”). Respondent has not made a formal appearance in this action and has not filed an opposition to the motion to confirm currently before the Court. The Court conducted a hearing on Petitioners’ motion to confirm the award on November 16, 2007; again Respondent did not make an appearance. After careful consideration of the papers filed by the Petitioners and the relevant legal authority, and good cause appearing, the Court hereby GRANTS Petitioners’ motion to confirm the arbitration award.

## BACKGROUND

On or about June 18, 2002, APL Co. Pte., Ltd., in its individual capacity and as an agent for American President Lines, Ltd., entered into a written maritime contract with D.S.R. The contract provided for Petitioners to ship Respondent's cargo by sea from the United States to El Salvador, Guatemala, and Honduras. The contract further memorialized the parties' agreement that any "dispute arising out of or in connection with this Contract" shall be submitted to arbitration in San Francisco, California, before an arbitrator of the American Arbitration Association ("AAA"). (Petition to Confirm, Exh. A at Section 4.) The arbitration provision stated that the decision of the arbitrator "shall be final, binding and not subject to further review." (*Id.*) Finally, the provision provided for enforcement of any arbitration decision "by any court, tribunal, or other forum as may properly assert jurisdiction" and the parties expressly agreed "that the United States District Court for the Northern District of California has personal jurisdiction." (*Id.*)

On January 19, 2004, APL invoiced D.S.R. the sum of \$14,700, which was then and still is due under the terms of the June 2002 contract. APL initiated arbitration proceedings to collect the outstanding monies owed, and on April 4, 2007, the matter was submitted to AAA panelist Richard J. Collier, Esq. D.S.R. did not submit any documents for the arbitrator's consideration. On April 18, 2007, Mr. Collier awarded APL the principal amount due of \$14,700, attorneys'

1 fees of \$2,340 and costs of \$1,900, for a total award of \$18,940 (the "Award"). (Petition to  
2 Confirm, Exh. C.)

3 Petitioners now move to confirm the Award under the Federal Arbitration Act ("FAA"),  
4 9 U.S.C. section 9.

### 5 DISCUSSION

6 As a preliminary matter, the existence of this Court's jurisdiction is not in dispute. The  
7 United States Supreme Court has held that the FAA does not provide a separate basis for federal  
8 subject matter jurisdiction. Rather, there must exist other independent grounds for federal  
9 jurisdiction. *Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 25 n.32  
10 (1983). Here, Petitioners invoke original federal question jurisdiction under 28 U.S.C. section  
11 1333. Upon review of the underlying maritime contract, the Court agrees that federal admiralty  
12 and maritime jurisdiction exists.

13 The FAA, 9 U.S.C. section 9, provides that any party to an arbitration award may apply  
14 to the court for an order confirming the award if the parties have previously agreed to such  
15 action. Section 9 mandates that the court must grant the order confirming the award unless the  
16 award is vacated, modified, or corrected as directed by Sections 10 or 11 of the FAA.

17 As discussed above, the June 2002 Contract between the parties provides that any  
18 arbitration award may be enforced by any court, tribunal, or other forum as may properly assert  
19 jurisdiction. There is no dispute regarding this Court's jurisdiction. Respondent has not made an  
20 appearance in this matter, nor presented any argument that the Award should be vacated,  
21 modified, or corrected. Following careful review of the papers presented in support of  
22 Petitioners' motion and the underlying Award issued on April 18, 2007, pursuant to the terms of  
23 the parties written contract, IT IS HEREBY ORDERED that the Award attached as Exh. C to the  
24 Petition for Order Confirming Award of Arbitrator is CONFIRMED.

**CONCLUSION**

For the foregoing reasons, Petitioners' Motion to Confirm Award of Arbitrator is GRANTED and the Award of \$18,940 is confirmed. APL is also entitled to its \$350 costs of suit herein. The Court will enter judgment in the amount of \$19,290.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2007

By: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE